

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Horsehead Corp.		12/23/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust Company, as Collateral Trustee
Street Address:	Rodney Square North, 1100 North Market Street
Internal Address:	Corporate Trust Administration
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2798379	ZINVISIBLE
Registration Number:	2189944	QUICKIRON
Registration Number:	1925049	ZCA BRASCO
Registration Number:	1834219	ECOLOAM
Registration Number:	1033496	ZINSTABE
Registration Number:	0743630	PHOTOX
Registration Number:	0534629	XX
Registration Number:	0544503	FLORENCE
Registration Number:	0174809	KADOX
Registration Number:	0762562	NJZ
Registration Number:	0762580	NJZ
Registration Number:	0762784	NJZ
Registration Number:	0410531	
Registration Number:	0410128	

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Registration Number:	0410356	
Registration Number:	0409857	HORSE HEAD
Registration Number:	0521196	FLORENCE
Registration Number:	0222098	ZAMAK

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2276
Email: LLevy@stblaw.com
Correspondent Name: Alison Winick, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509600/0266
NAME OF SUBMITTER:	Lea B. Levy

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of December 23, 2003 is made by Horsehead Corp., a Delaware corporation (the “Borrower”), in favor of Wilmington Trust Company, a Delaware corporation, as Collateral Trustee (the “Trustee”) for the several banks and other financial institutions (the “Banks”), from time to time parties to the Letter of Credit Assumption Agreement, dated as of December 19, 2003 (as amended, supplemented or otherwise modified from time to time, the “Letter of Credit Assumption Agreement”), among the Borrower, JPMorgan Chase Bank, a New York banking corporation, as administrative agent and as a Bank and the Banks.

W I T N E S S E T H:

WHEREAS, pursuant to the Letter of Credit Assumption Agreement, the Banks have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Letter of Credit Assumption Agreement, the Borrower has executed and delivered a Security Agreement, dated as of December 19, 2003, in favor of the Trustee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Borrower pledged and granted to the Trustee for the benefit of the Secured Parties a continuing security interest in all of the Borrower’s Intellectual Property, including Trademarks; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Banks to make financial accommodations to the Borrower pursuant to the Letter of Credit Assumption Agreement, Borrower agrees, for the benefit of the Trustee and the Banks, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Letter of Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, the Borrower’s Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Trustee for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations (as such term is defined in the Security Agreement).

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms

and conditions thereof. The Security (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Letter of Credit Assumption Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HORSEHEAD CORP.

By: *Ronald J. Statile*
Name: *R. Statile*
Title: *Cfo*

WILMINGTON TRUST COMPANY
as Collateral Trustee for the Secured Parties

By: _____
Name:
Title:

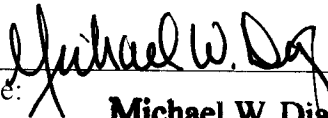
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HORSEHEAD CORP.

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY
as Collateral Trustee for the Secured Parties

By: 
Name: _____
Title: **Michael W. Diaz**
Authorized Signer

STATE OF PENNSYLVANIA)
) ss
COUNTY OF BEAVER)

On the 19th day of March, 2003, before me personally came HOWARD J. STATILE, who is personally known to me to be the Exec VP + CFO of Horsehead Corp., a Delaware Corporation; who, being duly sworn, did depose and say that she/he is the Exec VP + CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Thomas Kappeler
Notary Public

Notarial Seal
Edward D. Dappenbrook Notary Public
Potter Twp. Beaver County
Pa., Commission Expires Feb. 18, 2006

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) ss
COUNTY OF Ny)

On the 18th day of March, 2007, before me personally came Michael Diaz, who is personally known to me to be the Authorized Signer of Wilmington Trust Company, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Authorized Signer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

KELLY A. MAYGLOTHLING
Notary Public, State of New York
No. 01MA6067503
Qualified in New York County
Commission Expires Dec. 10, 2006

Kelly A. Mayglothling
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**U.S. Trademarks Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
ZINVISIBLE	2798379
QUICKTRON	2189944
ZCA BRASCO	1925049
ECOLOAM	1834219
ZINSTABE	1033496
PHOTOX	0743630
XX	0534629
FLORENCE	0544503
KADOX	0174809
NJZ	0762562
NJZ	0762580
NJZ	0762784
DESIGN	0410531
DESIGN	0410128
DESIGN	0410356
HORSEHEAD	0409857
FLORENCE	0521196
ZAMAK	0222098